

THE CITY OF NEW YORK
CONFLICTS OF INTEREST BOARD

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<i>In the Matter of</i>	:	
	:	<u>DISPOSITION</u>
	:	
AMY FEINSTEIN	:	COIB Case No. 2013-771b
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	:	
Respondent.	:	
	:	
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WHEREAS, the New York City Conflicts of Interest Board (the “Board”) commenced an enforcement action pursuant to Section 2603(h)(1) of the City of New York’s conflicts of interest law, Chapter 68 of the New York City Charter (“Chapter 68”), against Amy Feinstein (“Respondent”); and

WHEREAS, the Board and Respondent wish to resolve this matter on the following terms,

IT IS HEREBY AGREED, by and among the parties, as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits to the following:

- a. From September 20, 1980, to January 1, 2014, I was employed by the Office of the Kings County District Attorney (“KCDA”), most recently as Chief Assistant District Attorney. Throughout that time, I was a “public servant” within the meaning of and subject to Chapter 68.
- b. From in or about May 2012 until November 5, 2013, I occasionally assisted the re-election campaign of Kings County District Attorney Charles Hynes (“the Campaign”).
- c. During this time period, I used my KCDA email account and my KCDA computer, often during my KCDA work hours, to perform campaign-related work requested by Hynes.
- d. On January 4 and January 8, 2013, during my KCDA work hours, I used my KCDA email account and my KCDA computer to help prepare the Campaign’s response to a *Village Voice* story regarding campaign donations that had allegedly impacted a KCDA prosecution.

- e. On April 12, 2013, during my KCDA work hours, I used my KCDA email account and my KCDA computer to assist with the preparation and release of the Campaign's response to a press report regarding Hynes hiring the daughter of a campaign contributor.
- f. On May 20, 2013, during my KCDA work hours, I used my KCDA email account and my KCDA computer to help fashion the Campaign's response to criticism of Hynes's relationship with then-resigning New York State Assembly Member Vito Lopez.
- g. On May 28, 2013, during my KCDA work hours, I used my KCDA email account and my KCDA computer to coordinate a Campaign-related meeting with Hynes and Deputy Campaign Manager Taharka Robinson.
- h. On May 4, August 9, and August 16, 2013, in part during my KCDA work hours, I used my KCDA email account and my KCDA computer to critique, to discuss, and to assist Hynes with preparation for Campaign television appearances and debates.
- i. On October 7, 2013, during my KCDA work hours, I used my KCDA email account and my KCDA computer to assist Hynes with arranging the logistics of a Campaign appearance.
- j. I acknowledge that, by performing work for the Campaign at times when I was required to perform work only for KCDA, I used City time for a non-City purpose in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(a), which state respectively:

No public servant shall engage in any business, transaction or private employment, or have any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties.

Except as provided in subdivision (c) of this section, it shall be a violation of City Charter § 2604(b)(2) for any public servant to pursue personal and private activities during times when the public servant is required to perform services for the City.

- k. I acknowledge that, by performing work for the Campaign using my KCDA email account and my KCDA computer, I used City resources for a non-City purpose in violation of City Charter § 2604(b)(2), cited above, pursuant to Board Rules § 1-13(b), which states:

Except as provided in subdivision (c) of this section, it shall be a violation of City Charter § 2604(b)(2) for any public servant to use

City letterhead, personnel, equipment, resources, or supplies for any non-City purpose.

2. The Board considered prior cases in which public servants misused a comparable amount of City time and resources for political campaigns; that Respondent engaged in these improper activities at the request of her superior, the Kings County District Attorney; Respondent's high-level position as Chief Assistant District Attorney; and that Respondent has credibly represented that she regularly worked well beyond her City work hours on KCDA matters in determining that the appropriate penalty in this case is a fine of Four Thousand Five Hundred Dollars (\$4,500).

3. Respondent agrees to the following:

- a. I agree to pay a fine of Four Thousand Five Hundred Dollars (\$4,500) to the Board by money order or by cashier, bank, or certified check, made payable to the "New York City Conflicts of Interest Board," at the time of my signing this Disposition.
- b. I agree that this Disposition is a public and final resolution of the Board's charges against me.
- c. I knowingly waive on my behalf and on behalf of my successors and assigns any rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision, or office of the City or the State of New York or of the United States, and to contest the lawfulness, authority, jurisdiction, or power of the Board in imposing the penalty which is embodied in this Disposition, and I waive any right to make any legal or equitable claims or to initiate legal proceedings of any kind against the Board, or any members or employees thereof relating to, or arising out of, this Disposition or the matters recited therein.
- d. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress and after having been represented by an attorney of my choice; that I accept all terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board; and that I fully understand all the terms of this Disposition.
- e. I agree that any material misstatement of the facts of this matter, including of the Disposition, by me or by my attorney or agent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.

4. The Board accepts this Disposition and the terms contained herein as a final disposition of the above-captioned matter only, and affirmatively states that, other than as recited herein, no further action will be taken by the Board against Respondent based upon the facts and

circumstances set forth herein, except that the Board shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

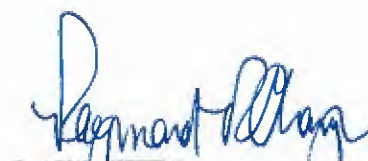
5. This Disposition shall not be effective until all parties have affixed their signatures below.

Dated: 2/26/18, 2018



Amy Feinstein
Respondent

Dated: 2-26-18, 2018



Raymond Granger
Granger & Associates LLC
Counsel for Respondent

Dated: 3/23, 2018



Richard Briffault
Chair
NYC Conflicts of Interest Board